

# DIGITAL IMAGE FILE ACQUISITION

# REQUEST AND AGREEMENT FOR PHOTOGRAPHIC IMAGES FROM THE ANACORTES MUSEUM COLLECTION

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4. Will photos be altered in any way	cropping, blend, subtitles, etc.	)?	Yes No
If so, how? Note: No alterations to photograph	s may he made without prior p	ermission from the Anacortes M	Museum
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<ol><li>Credit will be given as follows: "Photograph Courtesy of the Anac</li></ol>	ortes Museum" plus name of t	he nhotographer donor and co	llection
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Visit <a href="http://museum.cityofanacortes.org">http://museum.cityofanacortes.org</a> for information about museum hours, programs, events, and facilities. Contact us by phone at (360) 293-1915 or email <a href="mailto:coa.museum@cityofanacortes.org">coa.museum@cityofanacortes.org</a>. Anacortes Museum is located at 1305 8th Street; Maritime Heritage Center/W.T. Preston at 703 R Avenue, Anacortes, WA 98221.

#### CONDITIONS FOR USE OF ANACORTES MUSEUM IMAGES

#### Please read the following and sign below:

The information and images posted on the Anacortes Museum website are for educational purposes only. A small number of the photographs in the Anacortes Museum's collections are restricted by the donor, and unavailable for reprint. We will communicate the availability of the images you are ordering based on these restrictions and your intended use.

### **Image Use Agreements**

All those who acquire photographic images from the Anacortes Museum will sign an agreement acknowledging that the Anacortes Museum retains all reproduction rights, and the customer does not have the right to reproduce or distribute Anacortes Museum photographs in digital, print, email, webpage, video or any other form of media without permission in writing from the Anacortes Museum.

# **Understanding of Limited Use**

The customer will not make or share digital photographs of images from the Anacortes Museum. This photograph is being shared with permission for limited and specified use only. It will not be forwarded, posted, or distributed. This image will be deleted from all computers following use. Any inquiries for reprinting or publication of the image should be made to the Anacortes Museum.

#### **Acquisition of Digital Images**

Digital images may be acquired for personal and commercial use. All customers must sign an agreement outlining the specific use for the image. Any additional use of the image for purposes other than those outlined in the agreement will necessitate a new agreement and new fees. Commercial use will require an additional use fee and permissions.

## Commercial and Media Use of Photographic Images

Commercial use requests will be reviewed on an individual basis. Anacortes Museum photographs will be made available commercially only for specified and approved use with a signed contract and payment of fees that are based on the scale of publication. Please contact the museum to discuss your use and to request a *Publication Request for Educational or Commercial Use* form. Customers wanting to publish or reprint photographs from the Anacortes Museum collection must pay a publication fee *in addition* to any print or digital image acquisition fees.

- 1. The user agrees to abide by all regulations set forth and all state and federal copyright laws.
- 2. Publication of Anacortes Museum images requires a publication request. Written permission to exhibit, reproduce, re-sell, or publish photographic images must be requested and secured from the Anacortes Museum. Permission, when granted, is for a single time use or single purpose only that is mutually agreed upon by both parties. All other rights are retained by the Anacortes Museum. Subsequent use requires written permission and may require the payment of additional fees.
- 3. Photographs copied for personal collections may be ordered and kept, but not used for any commercial or non-personal use without prior permission of the Anacortes Museum.
- 4. All photographic images obtained on temporary loan for exhibition or publication purposes must be returned upon completion of the single use. Digital images must be deleted from computer files. A replacement fee will be charged for any damage to an item on loan.
- 5. No alterations to photographs may be made without permission. Requests for image adjustment such as cropping, overprinting or blending the page edge must be made in writing. Details must be identified.
- 6. The Anacortes Museum must be given credit for all reproductions as follows: "Photograph Courtesy of the Anacortes Museum" and the name of the photographer, donor, and collection, if known.
- 7. The Anacortes Museum gives no exclusive rights to any photographer, author, publisher, or other party and assumes no responsibility for duplication of photographs for/by others.
- 8. The Anacortes Museum reserves the right to limit the use or reproduction of rare or valuable material; to ensure reproductions are in good taste; and to charge a higher fee than specified for a small number of special items.

	, regulations and applicable laws concerning the use of photographic and
archival materials from the Anacortes Museum.	
Signature:	Date: